

ARTICLE 32

ARBITRATION

SECTION 1. Arbitration may be Invoked only by the Employer or the Union to resolve grievances within the scope of the negotiated grievance procedure, except for disapproval of a quality salary increase, performance award, or other kinds of honorary or discretionary awards, and performance ratings of highly satisfactory (or the equivalent) or better. Approval by the employee(s) affected by, or Involved In, a grievance is not required before arbitration is invoked. Within ten (10) working days of receipt of the final step disposition, the party desiring to invoke arbitration shall notify the other party in writing. At least 20 working days prior to the hearing, the designated representatives of the parties will meet and attempt to agree upon the issue or issues, including any question of grievability or arbitrability. The representatives shall also attempt to resolve the matters of stipulation and joint submission including material facts and the parties position with respect to the grievance and make such submission to the arbitrator within ten (10) working days of the hearing. In the event the submission cannot be agreed upon, each Party should, but is not required to make its own submission within the time limit cited and provide a copy to the other Party. Service to the arbitrator and the other Party shall be made personally or by registered mail, return receipt requested.

SECTION 2. Should a dispute arise as to the grievability or arbitrability of a grievance, that issue shall be separately submitted in writing to the arbitrator for decision. Normally, the arbitrator will rule on the grievability or arbitrability issue before the case may be submitted on the merits.

SECTION 3. After the procedure set forth in Section 1 hereof has been completed, the arbitrator shall, if the issues have not been mutually agreed upon by the Parties, determine the issues directly raised by the grievance which are unresolved.

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SECTION 4. In each case where the appealing Party has submitted its summary brief in accordance with the foregoing, an oral hearing shall be expeditiously scheduled after due notice to the Parties by the arbitrator. All procedures relating to arbitration shall be determined by the arbitrator. The initiating party will normally present its case first. In cases of action covered under 5 USC 7512 and 5 USC 4303, the Employer will be considered the initiating party. The arbitrator may, at his/her discretion, vary the normal procedure under which the initiating party first presents its claim, but in any case shall afford full and equal opportunity to all parties for presentation of relevant proofs.

SECTION 5. The arbitration hearing will be held at the Center during regular day shift work hours. Whenever witnesses are used, any employee needed from work shall be released from work if on duty.

SECTION 6. The parties will request that the arbitrator's decision be rendered not later than 14 calendar days after conclusion of the hearing.

SECTION 7. The arbitrator shall have jurisdiction and authority to interpret this agreement and to apply it to the particular case under consideration.

SECTION 8. The arbitrator shall be prohibited from adding to, modifying, or subtracting from the terms of this Agreement or any supplemental written agreement of the Parties.

SECTION 9. The decision of the arbitrator shall be final, binding and conclusive except when exceptions are filed with the authority. Copies of such decision shall be sent by the arbitrator to the Commanding Officer and to the President of the Union.

SECTION 10. The compensation and expense of the arbitrator and of arbitration shall be borne equally by the Parties. Where not required by the arbitrator, either party shall have a right to a transcript at its own expense.

SECTION 11. Within five (5) working days after arbitration has been invoked, a request will be forwarded to the Federal Mediation and Conciliation Service for a listing of five (5) available arbitrators. The request will be prepared by the Employer and will be countersigned by the Union. The Parties will meet within five (5) working days after receipt of the listing to select an arbitrator. If the Parties are unable to agree on an acceptable arbitrator, then each party will alternately strike a name from the list until a single name remains. This person will be the arbitrator.

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